

**ATTACHMENT 13**

**VERIZON MARYLAND INC.**

**REBUTTAL TESTIMONY OF RICHARD TERRY CHARLTON**

**CASE NO. 8927**

**SEPTEMBER 24, 2002**

**VERIZON MARYLAND INC.**

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**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Richard Terry Charlton; my business address is 13100 Columbia Pike  
B-22 Silver Spring, MD 20904.

**Q. WHO IS YOUR EMPLOYER?**

A. Verizon.

**Q. WHAT IS YOUR POSITION AT VERIZON?**

A. I am a Manager of Customer Care and Project Coordination for the National  
Market Centers in Maryland, Delaware, Virginia, West Virginia, Pennsylvania,  
and the District of Columbia.

**Q. PLEASE DESCRIBE YOUR EXPERIENCE IN THE  
TELECOMMUNICATIONS INDUSTRY.**

A. I have worked in telecommunications for 23 years. I have worked as a Service  
Representative in the Government Business Office and Residence Service Center,  
a Communications Representative for Major Accounts, a Supervisor/Team Leader  
in General Business Service Center, a National Sales Manager in Yellow Pages,  
and in my current position of Manager Customer Care and Project Coordination.

1   **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

2   A.    The purpose of my testimony is to discuss Verizon's practices and policies with  
3       respect to the provision of voice messaging service. In addition, I will clarify and  
4       rebut several of the misstatements concerning this issue contained within the  
5       testimony of Mr. Thomas E. Mazerski.

6

7   **Q.    PLEASE PROVIDE AN OVERVIEW OF YOUR TESTIMONY.**

8

9   A.    My testimony will rebut Mr. Mazerski's statements about alleged customer  
10       problems associated with migrating customers with Verizon voice mail to CLEC  
11       local exchange service. Contrary to Mr. Mazerski's allegations, Verizon has a  
12       well-defined process for smoothly transitioning customers with voice messaging  
13       who have opted to purchase their local exchange service from a CLEC. Although  
14       this system, like most systems, is subject to rare instances of human error, it  
15       generally works well. Indeed, although Mr. Mazerski makes broad assertions of  
16       competitive harm, to my knowledge, CloseCall has never before voiced concerns  
17       about Verizon's practices through any of the well-established channels for  
18       resolving such issues. The lack of such complaints confirms that problems in this  
19       area are extremely rare. Indeed, my understanding is that, in response to a  
20       discovery request in this proceeding, CloseCall has identified only 13 instances  
21       over two years where this problem has occurred. Since CloseCall claims to have  
22       13,000 customers in Maryland, that would suggest that 99.9% of the time this  
23       problem has not occurred. *See Responses to Verizon Data Request No. 1,*  
24       *Response No. 2 & att. B, attached hereto as Exhibit A.*

1        Additionally, to avoid this very problem, Verizon makes its customer service  
2        representatives aware of this issue during training. In any event, any transitioning  
3        problems are easily resolved once they are brought to Verizon's attention.  
4

5        **Q.     WHAT PROCESS DOES VERIZON FOLLOW WHEN A CUSTOMER**  
6        **WITH VOICE MESSAGING SERVICE SWITCHES TO CLOSECALL**  
7        **(OR ANOTHER CLEC) FOR HER LOCAL EXCHANGE SERVICE?**

8        A.     First, CloseCall (or any other CLEC) submits a migration request to Verizon.  
9        Upon receiving that request, Verizon's National Market Center issues a Service  
10       Order to migrate the customer (end user) and to remove the voice messaging  
11       service product and the affiliated Call Forwarding feature from the account at the  
12       time of migration (Date Due). Thereafter, CloseCall receives the bill for the  
13       account from Verizon instead of the end user.  
14

15       **Q.     BASED UPON YOUR READING OF MR. MAZERSKI'S TESTIMONY,**  
16       **WHAT DO YOU UNDERSTAND ARE HIS COMPLAINTS ABOUT THIS**  
17       **PROCESS?**

18       A.     Although Mr. Mazerski attempts through sheer repetition to create the impression  
19       that this process is plagued by errors, his testimony only raises two complaints.  
20       First, he repeatedly complains, without citing any specific evidence, that Verizon  
21       "immediately" disconnects the voice messaging service access of customers who  
22       elect to receive their local exchange service from CloseCall. Second, he claims,  
23       again without support, that customers switching to CloseCall "often" experience a

1 problem whereby their voice messaging service is only partially disconnected  
2 such that their calls continue to be forwarded to Verizon's voice messaging  
3 service system but the caller cannot leave a message.  
4

5 **Q. DOES VERIZON "IMMEDIATELY" TERMINATE THE VOICE**  
6 **MESSAGING SERVICE OF ITS CUSTOMERS WHO OPT TO RECEIVE**  
7 **THEIR LOCAL EXCHANGE SERVICE FROM CLOSECALL?**

8 A. No. The voice messaging service feature is not terminated until the customer's  
9 local exchange service is migrated on the Date Due. Mr. Mazerski (at pp. 9-10)  
10 suggests that Verizon eliminates a customer's access to her voice messaging  
11 service account while she is still a Verizon customer in order to punish the  
12 customer for switching to CloseCall. That is not Verizon's practice or policy. If  
13 a customer wishes a few days to transition from Verizon voice messaging service,  
14 CloseCall could simply specify in its order that the migration should occur in a  
15 few days, not immediately, and then communicate to its new customer, the end  
16 user, the day the service will be migrated. CloseCall should remind its customer  
17 that the voice messaging service feature will be terminated and advise the  
18 customer to retrieve all saved messages on the day prior to the migration, thus  
19 allowing the customer the time to retrieve the messages.

1   **Q.    WHEN VERIZON STOPS PROVIDING VOICE MESSAGING SERVICE**  
2       **TO ITS CUSTOMERS WHO OPT TO RECEIVE THEIR LOCAL**  
3       **EXCHANGE SERVICE FROM CLOSECALL, DO THOSE CUSTOMERS**  
4       **LOSE ACCESS TO THEIR SAVED MESSAGES?**

5   **A.**    Yes. This should be explained by CloseCall to the customer. Moreover, because  
6       Mr. Mazerski mistakenly asserts that CloseCall customers are terminated  
7       immediately, he ignores the fact that, as described earlier, customers could be  
8       given some time to retrieve saved messages before the service is terminated.

9

10   **Q.   DOES VERIZON WARN CLOSECALL'S CUSTOMERS THAT THEY**  
11       **WILL LOSE ACCESS TO THEIR VERIZON VOICE MESSAGING**  
12       **SERVICE WHEN THEY BEGIN RECEIVING LOCAL SERVICE FROM**  
13       **CLOSECALL?**

14   **A.**    No. Verizon receives the request to switch customers to CloseCall directly from  
15       CloseCall itself. Verizon does not directly communicate with CloseCall's  
16       customers. Therefore, Verizon is not in a position to warn those customers that  
17       they will lose access to their Verizon voice messaging service once the transition  
18       to CloseCall has been accomplished. If Verizon communicated with CloseCall's  
19       customers, CloseCall would surely allege that Verizon was engaging in  
20       anticompetitive conduct by trying to win back its customers that have signed up  
21       with CloseCall.

1   **Q.    DOES THAT MEAN THAT CUSTOMERS HAVE NO WAY OF**  
2       **KNOWING THAT THEIR MIGRATION WILL AFFECT THEIR**  
3       **VERIZON VOICE MESSAGING SERVICE?**

4   **A.**    It should not. It is the responsibility of CloseCall, not Verizon, to provide such  
5       information. Since CloseCall is the party that directly communicates with its  
6       customers during the transition process, CloseCall is better situated than Verizon  
7       to tell those customers how to prepare themselves for the shift away from  
8       Verizon's local service.

9  
10   **Q.    IS MR. MAZERSKI CORRECT WHEN HE SAYS THAT CUSTOMERS**  
11       **MIGRATING OVER TO CLOSECALL "OFTEN" EXPERIENCE A**  
12       **PROBLEM WHEREBY THEIR VOICE MESSAGING SERVICE IS ONLY**  
13       **PARTIALLY DISCONNECTED SUCH THAT THEIR CALLS**  
14       **CONTINUE TO BE FORWARDED TO VERIZON'S VOICE MESSAGING**  
15       **SYSTEM BUT THE CALLER CANNOT LEAVE A MESSAGE**  
16       **(MAZERSKI P. 15)?**

17   **A.**    No. I have investigated this issue and have found no evidence that this occurs  
18       often. The NMC Escalation Database where all customer escalations are logged  
19       by service reps and the escalation team has no record of even one voice mail  
20       escalation from CloseCall. Although Verizon's system is not perfect, the fact that  
21       CloseCall has identified only 13 instances over the past two years where this has  
22       occurred (*see* Exh. A) indicates that this is not a problem that occurs "often."



1    **Q.     DOES THE PROBLEM MR. MAZERSKI DESCRIBES IN HIS**  
2           **TESTIMONY EVER ARISE?**

3    A.     The problem Mr. Mazerski describes is a problem Verizon has encountered in a  
4           very small number of cases.

5  
6    **Q.     HOW DOES THE PROBLEM ARISE?**

7    A.     Verizon voice messaging service includes (1) a call-forwarding service that  
8           forwards unanswered calls into Verizon's voice messaging system and (2) the  
9           voice messaging service itself. When a customer migrates to a CLEC, the  
10          forwarding and the mailbox components both must be disconnected. Generally,  
11          this process is handled electronically, since resale migration orders for end users  
12          with or without voice messaging service normally "flow through" without manual  
13          intervention. When the order is submitted manually, or drops out of flow through,  
14          on rare occasions, the person processing the cancellation may forget to cancel one  
15          of the two elements of the Verizon voice messaging service. The situation Mr.  
16          Mazerski describes in his testimony occurs when the voice messaging service is  
17          canceled but the call forwarding is accidentally left on. Although Mr. Mazerski  
18          does not complain about the converse situation (the situation in which the call  
19          forwarding is canceled but the voice messaging access is accidentally left on), it  
20          also arises on very rare occasions.

1   **Q.    HOW IS THE PROBLEM CORRECTED?**

2   A.    The problem is resolved by simply requesting that the call forwarding (or voice  
3       messaging access) for the account in question be shut off.

4

5   **Q.    DOES IT TAKE A LONG TIME TO CORRECT THE PROBLEM?**

6   A.    Once brought to Verizon's attention, the problem can usually be corrected in less  
7       than 30 minutes.

8

9   **Q.    IS MR. MAZERSKI CORRECT WHEN HE SUGGESTS THAT IT IS**  
10       **VERIZON'S "PRACTICE[] AND POLIC[Y]" TO PUT CUSTOMERS**  
11       **WHO OPT TO RECEIVE THEIR LOCAL EXCHANGE SERVICE FROM**  
12       **A CLEC TO SUCH AN INCONVENIENCE (MAZERSKI P. 9)?**

13   A.    Absolutely not. The problem is simply due to human error. Verizon takes every  
14       effort to ensure that the problem does not occur. Service center representatives  
15       are trained on this precise issue. The training is part of overall resale training.  
16       The reps are instructed how to remove the voice messaging and call forwarding  
17       feature when preparing the migration service order. Additionally, service center  
18       employees who are found to have failed to turn off one of the elements of voice  
19       messaging service receive reminders to turn off both call forwarding and voice  
20       messaging when disconnecting a customer's voice messaging service.

1   **Q.    DOES VERIZON HAVE A PROCESS IN PLACE WHEREBY CLECS**  
2       **MAY BRING OPERATIONAL PROBLEMS TO VERIZON’S**  
3       **ATTENTION?**

4   **A.**    Yes. Verizon has a process, known as complaint escalation, through which a  
5       CLEC may bring a recurring problem to the direct attention of Verizon’s  
6       supervisory personnel.

7  
8   **Q.    HOW DOES VERIZON MAKE CLECS AWARE OF THE**  
9       **AVAILABILITY OF THIS ESCALATION PROCESS?**

10   **A.**    The process is prominently featured on Verizon’s web page for wholesale  
11       customers. A customer need only go to <http://www.verizon.com> and follow the  
12       link for “wholesale.” The information is listed in the “support” section on that  
13       page.

14  
15   **Q.    HAS CLOSECALL EVER RAISED THIS ISSUE THROUGH VERIZON’S**  
16       **FORMAL COMPLAINT ESCALATION PROCESS?**

17   **A.**    No. I have checked with the appropriate contact people at Verizon, and they each  
18       told me that they have never received a complaint from CloseCall concerning a  
19       problem with Verizon failing to turn off the call-forwarding element of Verizon’s  
20       voice messaging service. CloseCall’s failure to bring this problem to Verizon’s  
21       attention confirms my conclusion that the problem does not arise nearly as  
22       frequently as Mr. Mazerski suggests. Other CLECs routinely raise operational  
23       issues, and Verizon works with them to resolve their concerns. For whatever

1 reason, CloseCall has sought to pursue this as a formal Commission complaint  
2 instead of relying upon the normal business channels through which these kinds  
3 of issues are commonly resolved.  
4

5 **Q. HAS CLOSECALL EVER RAISED THIS ISSUE WITH VERIZON IN**  
6 **ANY OTHER MANNER?**

7 A. Not to my knowledge. I have discussed this issue with the Silver Spring,  
8 Maryland National Market Center Manager and CloseCall's Account Manager.  
9 This is the first they have heard about this issue from CloseCall.  
10

11 **Q. WOULD YOU AND THE OTHER APPROPRIATE VERIZON**  
12 **PERSONNEL BE WILLING TO DISCUSS THIS ISSUE WITH**  
13 **CLOSECALL AND TRY TO WORK OUT AN APPROPRIATE**  
14 **SOLUTION?**

15 A. Of course. We deal everyday with CLEC issues, and it is our job to try to resolve  
16 them in a way that satisfies both them and Verizon.  
17

18 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

19 A: Yes.

**VERIZON MARYLAND INC.**

**REBUTTAL TESTIMONY OF ROSEMARIE CLAYTON**

**CASE NO. 8927**

**SEPTEMBER 24, 2002**

1                                   **VERIZON MARYLAND INC.**

2                                   **REBUTTAL TESTIMONY OF ROSEMARIE CLAYTON**

3                                   **CASE NO. 8927**

4                                   **SEPTEMBER 24, 2002**

5  
6   **Q.    PLEASE STATE YOUR NAME AND BUSINESS ADDRESS, AND TITLE.**

7   A.    My name is Rosemarie Clayton. My business address is 2107 Wilson Blvd.  
8           Arlington, Virginia 22201. I am employed by Verizon Services Group as a  
9           Senior Product Manager for xDSL and Line Sharing. I am appearing on behalf of  
10          Verizon Maryland Inc. ("Verizon") in this proceeding.

11  
12   **Q.    WHAT ARE YOUR RESPONSIBILITIES IN YOUR CURRENT**  
13   **POSITION?**

14   A.    Functionally, I am Senior Product Manager for digital unbundled network  
15          elements ("UNEs"), responsible for product roll-out and life cycle management to  
16          ensure that digital UNEs are provided in accordance with the requirements of (1)  
17          the Telecommunications Act of 1996 (the "Act"), (2) the Federal Communication  
18          Commission's ("FCC's") December 1999 *Line Sharing Order*, and (3) the FCC's  
19          January 2001 *Line Sharing Reconsideration Order*. My responsibilities also  
20          include CLEC contract negotiations and testifying on related policy issues before  
21          regulatory bodies.

1   **Q.   PLEASE DESCRIBE YOUR WORK EXPERIENCE WITH VERIZON.**

2   A.   I have been employed with Verizon (formerly known as Bell Atlantic) since 1978.

3       In my first five years with the company, I was in the Commercial Business Unit  
4       handling complex services such as Wide Area Telephone Service, Hi-Capacity  
5       Services, and claims for large commercial customers. After that time, I held  
6       various management positions of increasing responsibility in the Staff Department  
7       writing Methods and Procedures for business and residential Service Centers,  
8       working with customer measurements, and developing change management  
9       controls and processes.

10

11       In 1987 I accepted a position with Bell Atlantic's Carrier Access Services  
12       Department. In this position I was responsible for Billing Output Specifications  
13       and deviations as they related to National Standards. I also acted as liaison  
14       between carriers, end users, marketing staffs, and Bell Atlantic's Information  
15       Systems programmers on ordering and provisioning and requirements. In 1996, I  
16       was assigned to the Interconnection and Unbundled Services Department (now,  
17       Wholesale Markets), and was responsible for the development and  
18       implementation of unbundled loops and unbundled switching in accordance with  
19       the requirements and obligations of the Act. In 1998, I was promoted to Senior  
20       Specialist, and was dedicated to the effort within the fourteen Bell Atlantic states  
21       (a combined Bell Atlantic/Nynex Company) of developing and implementing  
22       xDSL capable unbundled loops. In this capacity, I was responsible for business  
23       policy formulation, product development, pricing arrangements, loop

1 qualification, and conditioning for xDSL loops. My responsibilities also included  
2 active participation in the New York Public Service Commission's DSL/Line  
3 Sharing Collaboratives. I eventually became the Product Manager for line  
4 sharing. In my current Senior Product Manager position with Verizon, I continue  
5 to product manage the xDSL unbundled loop offerings, loop conditioning, and  
6 line sharing for the entire Verizon territory.

7

8 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

9 A. I received my Business Administration education from the University of  
10 Richmond, and am currently a full-time student in a Business  
11 Management/Engineering degree program with the University of Phoenix.

12

13 **Q. HAVE YOU EVER TESTIFIED BEFORE ANY STATE REGULATORY**  
14 **BODIES?**

15 A. Yes. I have testified before utility commissions in Maryland, Massachusetts,  
16 Maine, Rhode Island, Vermont, New Hampshire, Washington, D.C., Texas,  
17 California, West Virginia, South Carolina, New Jersey, Virginia and  
18 Pennsylvania, as well as the Federal Communications Commission ("FCC").

19

20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A. The purpose of my testimony is to rebut several of the significant misstatements  
22 concerning Verizon's Digital Subscriber Line ("DSL") offerings contained within  
23 the testimony of Thomas E. Mazerski on behalf of CloseCall America, Inc.



1 (“CloseCall”). I will explain that Verizon in fact makes its DSL transmission  
2 service available for resale to CLECs, and that several CLECs are ordering this  
3 product in Maryland. In addition, I will explain that there are a number of ways  
4 for CLECs to offer DSL service in Maryland, including several options available  
5 to resellers such as CloseCall and to facility-based CLECs. Instead of discussing  
6 the various options for providing resold DSL through ordinary business channels,  
7 CloseCall has apparently chosen to pursue unnecessary litigation that burdens this  
8 Commission and all parties involved.

9

10 **Q. PLEASE PROVIDE AN OVERVIEW OF YOUR TESTIMONY.**

11 A. Mr. Mazerski’s testimony and CloseCall’s complaint evince a misunderstanding  
12 of the nature of DSL service generally and of Verizon’s practices, product  
13 offerings and policies, more specifically. Of particular importance, contrary to  
14 Mr. Mazerski’s understanding, Verizon will resell its retail DSL service to CLEC  
15 resellers. CLEC resellers may then provide DSL service to their customers *over*  
16 *the same line* they use in order to provide their customers with voice service.

17

18 **Q. DOES VERIZON OFFER RESELLERS SUCH AS CLOSECALL A DSL**  
19 **PRODUCT?**

20 A. Yes. Verizon offers CLECs a service, known as “Resold DSL Over Resold  
21 Lines,” or “DRL” for short.

1   **Q.    PLEASE DESCRIBE THE NATURE OF THIS DRL SERVICE.**

2    A.    DRL service offers the exact same “asymmetrical DSL” or “ADSL” service that  
3       Verizon makes available on a line-shared basis to its own voice customers.  
4       Verizon’s ADSL service supports a high-speed communications between an end-  
5       user and an Internet Service Provider (“ISP”) over copper lines that can  
6       simultaneously be used for voice communications.

7

8   **Q.    IS THIS DRL SERVICE AVAILABLE OVER THE SAME LINES USED**  
9   **BY A CLEC’S CUSTOMERS FOR ITS VOICE COMMUNICATIONS?**

10   A.    Yes. DRL is identical to Verizon’s retail DSL product. The service can be  
11       provided over the same lines used for voice communication because the service is  
12       provided on the high frequency band of the loop; voice communications utilize  
13       the low frequency band.

14

15   **Q.    IS THERE ANY SUBSTANTIVE TECHNICAL DIFFERENCE BETWEEN**  
16   **VERIZON’S “DSL” AND “DRL” SERVICE?**

17   A.    No. “DRL” is simply Verizon’s designation for the DSL service it makes  
18       available over resold lines.

19

20   **Q.    IS DRL SERVICE AVAILABLE SUBJECT TO THE MARYLAND**  
21   **WHOLESALE DISCOUNT RATE?**

22   A.    Yes. DRL service is available subject to Maryland’s currently applicable  
23       wholesale discount rate.

1   **Q.    ARE VOLUME DISCOUNTS AVAILABLE TO CLECS PURCHASING**  
2   **DRL SERVICE?**

3   A.    Yes. Verizon offers the same volume discounts for DRL that it offers for its DSL  
4   service. The terms of service are described in detail in the Verizon FCC No. 20  
5   tariff.

6

7   **Q.    HOW DOES A CLEC ORDER DRL SERVICE?**

8   A.    Verizon accepts DRL orders via e-mail on an electronic spreadsheet Verizon has  
9   distributed to CLECs. These orders can be submitted in batches of up to 1000 per  
10   spreadsheet. The DRL notification regarding availability was sent out to CLECs  
11   in an industry notification dated November 27, 2001, describing DRL service.

12   The notification can be found at the following URL:

13   [http://128.11.40.241/east/wholesale/resources/clec\\_01/11\\_27.htm](http://128.11.40.241/east/wholesale/resources/clec_01/11_27.htm)

14

15   **Q.    DO OTHER CLECS IN MARYLAND OFFER RESOLD DSL SERVICE**  
16   **OVER RESOLD VOICE LINES TO THEIR VOICE CUSTOMERS?**

17   A.    Yes. Stickdog Communications and Global Telecom Brokers both offer resold  
18   DSL service. They have chosen to operate as ISPs and currently provide their  
19   end-users with both voice communications and bundled DSL/Internet Access over  
20   the same phone line. In addition, a number of other facility-based CLECs provide  
21   DSL service to their customers including Covad and AT&T.

1   **Q.    IF A RESELLER IS INTERESTED IN PROVIDING RESOLD DSL OVER**  
2       **RESOLD VOICE LINES TO ITS CUSTOMERS, DOES THE RESALE**  
3       **AGREEMENT NEED TO BE MODIFIED BEFORE THE PRODUCT CAN**  
4       **BE ORDERED AND OFFERED?**

5    A.   No. Resold DSL over resold voice lines will be covered under the current terms  
6       and conditions and will be subject to Maryland's currently applicable wholesale  
7       discount rate.

8

9   **Q.    SHOULD MR. MAZERSKI BE AWARE OF THE AVAILABILITY OF**  
10       **DSL OVER RESOLD LINES?**

11   A.   Yes. The availability of this product has been publicized to all CLECs by the  
12       dissemination of an industry notification describing in detail the availability of  
13       DRL, its terms and conditions, and the procedures for ordering it. In addition, a  
14       thorough description of the service appears in Verizon's publicly filed FCC No.  
15       20 tariff, Section 5.2, Page 5-703. In addition, Resold DSL over resold lines was  
16       discussed in multiple Change Control conference calls which CLECs/Resellers  
17       are party to. CLEC/Reseller Business Rules would have also been updated to  
18       support this offering; CLECs/Resellers are notified of changes to the Business  
19       Rules.

1   **Q.    IF VERIZON MAKES DSL AVAILABLE TO CLECS ON A WHOLESALE**  
2       **BASIS OVER RESOLD LINES, WHY WOULD MR. MAZERSKI STATE**  
3       **(AT PAGE 23) THAT “VERIZON’S POLICY IN THE RESIDENTIAL**  
4       **CONSUMER AND SMALL BUSINESS MARKETS IS TO TIE**  
5       **TOGETHER THE PROVISION OF ITS LOCAL EXCHANGE**  
6       **TELEPHONE SERVICE AND ITS LINE-SHARING DSL SERVICE”?**

7   **A.**    I do not know exactly how Mr. Mazerski reached this mistaken conclusion. Most  
8       likely, however, Mr. Mazerski has confused Verizon’s DSL service, which is a  
9       retail telecommunications service that is provided by the incumbent local  
10      exchange carrier (“ILEC”), with high-speed Internet access, which is an  
11      unregulated, interstate information service that combines high-speed DSL  
12      transport with Internet access. ISPs, such as AOL and Verizon On-Line, purchase  
13      DSL service (that is, the high-speed connection between the end-user and the  
14      central office) wholesale from Verizon, combine it with connectivity to an  
15      Internet “backbone,” which ISPs often purchase from a third party, such as  
16      UUNET, and then sell the bundled product retail to end-users as a single service.

1   **Q.    CAN CLECS USE DRL SERVICE TO PROVIDE THE SAME SORT OF**  
2       **BUNDLED DSL-BASED HIGH-SPEED INTERNET ACCESS TO THEIR**  
3       **VOICE CUSTOMERS OVER THE SAME PHONE LINE THOSE**  
4       **CUSTOMERS USE FOR VOICE COMMUNICATIONS?**

5   A.    Certainly. By using Verizon's DRL service and partnering with an existing ISP,  
6       such as Earthlink, CLECs like CloseCall can provide a bundled DSL/Internet  
7       Access product to their end-user customers.

8

9   **Q.    IS PARTNERING WITH AN ISP THE ONLY OPTION AVAILABLE TO**  
10       **CLECS WHO WANT TO MAKE DSL/INTERNET ACCESS AVAILABLE**  
11       **TO THEIR VOICE CUSTOMERS OVER THE SAME LINE THOSE**  
12       **CUSTOMERS USE FOR VOICE COMMUNICATIONS?**

13   A.    No. As an alternative, resellers such as CloseCall can themselves go into business  
14       as ISPs and provide DSL/Internet Access service to their end-users over their  
15       resold lines. Also, CloseCall could engage in a line-splitting arrangement. With  
16       line-splitting, partnership arrangements are formed between CLECs who wish to  
17       offer voice service and data service on the same line. Terms and conditions for  
18       line-splitting were developed in the New York line-splitting collaborative, and  
19       processes and procedures are in place to accommodate any line-splitting  
20       arrangements that are ordered. A CLEC who currently is involved in UNE-P type  
21       arrangements may order line-splitting. Upon receipt of a valid, electronic service  
22       order, the UNE-P configuration is broken apart into the individual unbundled  
23       elements, and line-splitting capabilities are added. CLECs also have the option of

1 offering data over a Verizon voice line, better known as a line-sharing  
2 arrangement. Finally, CLECs can purchase stand-alone DSL capable UNE loops  
3 and may put data or voice and data over the DSL capable UNE loop themselves.  
4 These various DSL/Internet options have been developed in the DSL/line sharing  
5 and line-splitting collaboratives, they have been documented in CLEC material,  
6 they have been discussed in Change Control calls, and the procedures have been  
7 updated in the Business Rules Document. Verizon offers line splitting, line  
8 sharing, DSL capable UNE loops and Resold DSL over resold voice lines in  
9 Maryland in accordance with FCC requirements.

10  
11 **Q. IS MR. MAZERSKI CORRECT THAT IT WOULD COST CLOSECALL**  
12 **“HUNDREDS OF MILLIONS” OF DOLLARS (MAZERSKI P. 29) TO**  
13 **PURCHASE THE EQUIPMENT NEEDED TO ACT AS AN ISP TO ITS**  
14 **END-USER CUSTOMERS?**

15 A. No. There are currently several hundred “mom and pop” ISPs offering DSL  
16 service throughout the country. This suggests that the up-front investment  
17 required to go into business as an ISP is not on the scale that Mr. Mazerski claims.  
18 Indeed, Mr. Mazerski provides no detail in his testimony to support his assertion  
19 that the capital outlays required for CloseCall to begin providing DSL-based  
20 Internet access would come even remotely close to “hundreds of millions” of  
21 dollars. In any event, a CLEC seeking to offer bundled DSL/Internet Access to its  
22 voice customers is free to partner with existing ISPs, a process that does not  
23 necessarily entail *any* up front costs.

1    **Q.    ARE THERE OTHER OPTIONS BESIDES DSL FOR CLEC**  
2       **CUSTOMERS WHO WISH TO PURCHASE HIGH-SPEED INTERNET**  
3       **SERVICE?**

4    A.    Yes. The market for high-speed Internet service is incredibly competitive.  
5       Alternative products, such as cable modem service, and satellite and wireless  
6       service, are widely available. Indeed, cable modems enjoy a much larger share of  
7       the high-speed Internet market in Maryland than DSL. As a result, the customers  
8       of CLECs like CloseCall have a variety of options from which to select their high-  
9       speed Internet service.

11   **Q.    IS MR. MAZERSKI CORRECT WHEN HE SAYS THAT VERIZON**  
12       **“REFUSES TO SWITCH A CUSTOMER’S LOCAL TELEPHONE**  
13       **SERVICE TO A COMPETITOR, SUCH A CLOSECALL, IF THAT**  
14       **CUSTOMER HAS LINE-SHARING DSL SERVICE” (MAZERSKI P. 25)?**

15   A.    No. But before those customers can switch to a CLEC for voice service, they  
16       must go through the procedure of canceling the DSL/Internet Access they  
17       purchase from their ISP, because they must switch from a DSL/Internet Access  
18       service based on DSL to one based on DRL, which is Verizon’s wholesale DSL  
19       product designed specifically for use over resold lines. The change from a DSL-  
20       based service to a DRL-based service normally requires a change in the party  
21       purchasing the DSL service, because Verizon’s DRL product may only be sold to  
22       the CLEC itself.



1   **Q.    IS MR. MAZERSKI CORRECT WHEN HE STATES THAT “WHEN**  
2       **CLOSECALL ENTERS AN ORDER TO SWITCH A RESIDENTIAL**  
3       **CONSUMER OR SMALL BUSINESS’S LINES FROM VERIZON LOCAL**  
4       **TELEPHONE SERVICE TO CLOSECALL’S LOCAL TELEPHONE**  
5       **SERVICE, VERIZON’S ORDERING SYSTEM BLOCKS THE ORDER”**  
6       **(MAZERSKI PP. 27-28)?**

7   **A.**    No. When Verizon receives such an order, it notifies CloseCall that it has not  
8       followed the proper procedure and must ask the end-user to cancel her DSL  
9       service before the end-user can be switched over to CloseCall for voice service.  
10      Once the proper procedure has been followed, Verizon processes CloseCall’s  
11      request.

12  
13   **Q.    WHY CAN’T VERIZON SIMPLY SWITCH CUSTOMERS WHO WISH**  
14       **TO MOVE TO A CLEC FOR THEIR VOICE SERVICE FROM A DSL-**  
15       **BASED SERVICE ONTO A DRL-BASED SERVICE WITHOUT**  
16       **REQUIRING THOSE CUSTOMERS TO CANCEL THEIR SERVICE**  
17       **WITH THEIR ISP?**

18   **A.**    When a customer purchases bundled DSL/Internet Access from an ISP, such as  
19       Verizon On Line or AOL, it is normally the ISP that purchases the DSL service  
20       from the ILEC, not the end-user. As a consequence, Verizon’s ILEC cannot  
21       effect the transfer of the customer’s DSL service from the ISP to the CLEC  
22       because only Verizon’s customer of record (in this case, the ISP) can authorize  
23       such a disconnection. Thus, an end-user who already purchases DSL/Internet